

# CONDITIONS OF SALE

THIS ORDER IS SUBJECT TO THE TERMS APPEARING HEREON, **INCLUDING BUT NOT LIMITED TO THE WARRANTY INFORMATION IN PARAGRAPH 8**, AND PURCHASER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER (EDRO ENGINEERING, INC.) UNLESS EXPRESSLY CONSENTED TO IN WRITING.

1. Prices are subject to change without notice. Prices prevailing at the time of shipment will apply unless otherwise specified.
2. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall be borne by Purchaser.
3. Seller reserves the right to make delivery in installments. All such installments may be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.
4. Seller reserves the right at any time to revoke any credit extended to Purchaser because of Purchaser's failure to pay for any goods when due or for any other reason deemed good and sufficient by Seller.
5. Seller does not accept any responsibility for loss or damage caused by common carrier if there exists any evidence of damage to materials or packaging material or of loss, the receipt to carrier should so state and claim should be made against the carrier without delay.
6. This order shall not be cancelable by the Purchaser for delays in delivery or other cause until ten days after written notice of such intention shall have been actually received by Seller, and Purchaser shall be obligated to accept any portion of the goods shipped or delivered by Seller during such period. Orders for custom made material may not be canceled after Seller has begun production unless Seller agrees in writing.
7. We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6.7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
8. **IMPORTANT WARRANTY INFORMATION:** Seller warrants that all goods manufactured and delivered by seller will be of the kind and quality described on the invoice. Should any failure to conform to this warranty appear, Purchaser must make a claim in writing to Seller within ten (10) days from the date Purchaser received its allegedly defective shipment. Any such claim shall be deemed waived unless Purchaser's written claim is delivered to Seller within ten days after receipt of goods by Purchaser. Seller, upon timely notification and substantiation that the goods have been stored and maintained in accordance with Seller's recommendations and standard industry practice, will correct non-conformities at its options, either by repairing any defect or by supplying replacement goods F.O.B. In no event shall Seller be liable in contract or in tort for any special, indirect, incidental or consequential damages, such as but not limited to Purchaser's loss of profits, revenue, good will, or claims of customers of Purchaser for any loss. The remedies of the Purchaser set forth herein are exclusive, and the liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, technical direction, repair or replacement of any goods, including latently defective goods, covered by or furnished under this contract whether in contract, in tort, or otherwise shall not exceed the price of the defective goods repaired or replaced. The sole purpose of the stipulated remedy shall be to provide Purchaser with free repair or replacement of defective goods, latent or otherwise, in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective goods in the manner prescribed.
9. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**
9. **THE REMEDIES PROVIDED ABOVE IN PARAGRAPH 8 SHALL BE THE SOLE REMEDIES OF THE PURCHASER AND PURCHASER'S CUSTOMERS, WHETHER CLAIMS BY THE PURCHASER, OR PURCHASER'S CUSTOMERS ARE BASED IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY.)**
10. Any controversy or claim arising out of or relating to this order or the breach thereof shall be governed and construed in accordance with the laws of the State of California, and the State of California shall be the exclusive forum for purposes of jurisdiction over any such controversy or claim.
11. Seller reserves the right to cancel or renegotiate price, if merchandise is not invoiced and paid for within 360 days of order date.
12. Purchaser agrees to make all payments promptly when due. Purchaser further agrees to pay 1-1/2% per month service charge on all unpaid invoices past due over 35 days, together with all costs incidental to collection, including reasonable attorney's fees.
13. In the event of Purchaser's cancellation of the order without fault on the part of Seller, Purchaser agrees to pay a cancellation charge of 20%.
14. Purchaser understands and agrees that custom made material may not be returned. No material may be returned without authorization by Seller and Purchaser further understands and agrees that all authorized returns may be subject to a minimum restocking charge of 20%.
15. The Seller shall not be liable for any delays due to fires, strikes, disputes with workmen, war, civil commotion, epidemic, floods, accidents, delays in transportation, delays in procuring materials, breakdown of equipment, shortage of vehicles, shortage of fuel or other material, shortage of labor, acts, demands or requirements of the Government of the United States, or any other State of Government, or to any other causes beyond the reasonable control of Seller, or of the Seller's supplier notwithstanding such causes of delay shall justify the suspension of manufacture and shall extend the time of performance on the part of Seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If the manufacture or delivery of the goods is still prevented or hindered at the end of a reasonable period, Seller may terminate any deliveries not made by giving notice to the Purchaser, and Seller shall have no liability whatsoever to the Purchaser in connection with any such deliveries not made.
16. Seller will make every effort to ship exact quantities required but reserves the right to overship or undership by 10%.
17. Terms of payment are those appearing on the invoice.
18. **SOLE TERMS:** This Order is expressly conditioned upon Purchaser's acceptance to the foregoing terms. Purchaser is hereby put on notice that no terms additional to or deviating from the foregoing terms shall become part of the Order, unless and until written acceptance of such additional or deviating terms, signed by an officer of Seller, has been issued to Purchaser. Purchaser's acceptance of any goods supplied by or on behalf of Seller shall without limitation constitute acceptance of Seller's foregoing terms. If Purchaser retains possession of the goods for a period of ten (10) days or longer after the receipt, Purchaser shall be deemed to have **expressly assented** to Seller's foregoing terms without condition or qualification.
19. The foregoing terms represent and constitute the entire agreement between the parties. Any provisions of this Agreement which is found to be unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Seller's failure at any time to require strict performance of any of the provisions hereof shall not waive or diminish its right thereafter to demand strict compliance therewith or any other provisions.
20. In the event the Purchaser has a credit balance, the Purchaser agrees to have the credit applied to any current or future outstanding invoice balance that the Purchaser may owe to the Seller.
21. The Purchaser is aware of (i) the Regulation (EC) No 961/2010 on restrictive measures against Iran replacing Regulation (EC) No 423/2007, (ii) the U.S. Iran Sanction Act of 1996, as amended by the Comprehensive Iran Sanction, Accountability, and Divestment Act 2010, (iii) similar regulations and statutory provisions in this respect in place globally and (iv) our group policy to control that none of our products are delivered into the oil and gas industry of the Islamic Republic of Iran (collectively "Regulations"). The customer will fully obey these Regulations no matter if they are applicable on him or not and will not deliver the products, directly or indirectly, into the oil and gas industry of the Islamic Republic of Iran or resell the products to anyone he knows will do so or to circumvent this agreement in any other way.
22. The Purchaser is aware of (i) statutory provisions and acts in place worldwide regarding export regulations concerning deliveries to the Islamic Republic of Iran and (ii) the Seller's group policy to control that none of Seller's products are delivered, directly or indirectly, into the oil and gas industry of the Islamic Republic of Iran (collectively "Regulations"). The Purchaser shall fully comply with these Regulations no matter if they are applicable on him or not and will in particular not deliver the products purchased from Seller, directly or indirectly, into the oil and gas industry of the Islamic Republic of Iran or circumvent these Regulations in any other way. In case of breach by Purchaser of this Article Seller is entitled to claim compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate the Contract or the affected Order for Supplier's default.